



**CITY COUNCIL AGENDAS  
TUESDAY, JULY 2, 2019  
CITY COUNCIL CHAMBERS, 191 E. MAIN STREET, CARLTON**

*The Mission of the City of Carlton is to safeguard and enhance the vitality and livability of the community by providing essential services with professionalism and integrity.*

**6:30 PM WORK SESSION** **Pages**

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. ANNOUNCEMENTS/REPORTS/PRESENTATIONS** **1 – 4**
  - A. City of McMinnville Camping Ordinance 2 - 4
- 4. ADJOURN TO REGULAR MEETING**

**7:00 PM CITY COUNCIL REGULAR MEETING** **Pages**

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. CHANGES OR ADDITIONS TO THE AGENDA** **5**
- 5. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS** **6**
  - A. Appointment of City Recorder 6
- 6. CITIZEN COMMENTS**  
*This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when invited by the Mayor, shall come forward, state their name and street address, and direct all comments to the Mayor. Comments are typically limited to three (3) minutes unless additional time is allowed by the Mayor.*
- 7. CONSENT AGENDA** **7 – 15**
  - A. Meeting Minutes – *Approve*
    - 1. City Council – June 5, 2019 7 – 9
  - B. City Manager’s Report – *Information Only* 10 – 12
  - C. Accounts Payable Report – *Accept* 13 – 14
  - D. Monroe street property sale update- *Information only* 15
- 8. ORDINANCES/RESOLUTIONS/DISCUSSION/ACTION ITEMS** **16 – 58**
  - A. Comprehensive Plan Amendment/Zone Change Ordinance 16 - 18
  - B. Sign Permit SP 2019-04; Flaneur Wines at 168 South Pine Street 19 - 25
  - C. Declaration of Surplus property 26 - 27
  - D. Flavors in the Park Event application 28 – 40
  - E. Carlton Crush event application 41 - 58
- 9. FUTURE AGENDA ITEMS/COUNCIL DISCUSSION TOPICS**
- 10. ADJOURNMENT**



**CITY COUNCIL AGENDA**

**TUESDAY, JULY 2, 2019, 6:30 PM**

**CITY COUNCIL CHAMBERS, 191 E. MAIN STREET, CARLTON**

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**WORK SESSION MATERIAL – INFORMATION ONLY**

**1. ANNOUNCEMENTS/REPORTS/PRESENTATIONS**

A. City of McMinnville Camping Ordinance

3 – 6



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Camping on Public Property  
**Date:** July 2, 2019

**RECOMMENDED MOTION**

N/A

**BACKGROUND**

As the Council is aware, camping on public property, such as in parks, on sidewalks and on public streets, has become a severe problem in the City of McMinnville. The City has recently adopted a new ordinance addressing the problem and enacting a number of prohibitions. As implementation of the new legislation occurs, it is my fear that Carlton could be a landing place for campers who may be displaced from McMinnville. As such, City Attorney Gowell and I have reviewed the McMinnville ordinance and intend to present something similar to Council for adoption on August 6, 2019.

I have attached the section of the McMinnville ordinance detailing the prohibited camping activities for your consideration and discussion with the rest of the Council.

**FISCAL IMPACT**

N/A

**ALTERNATIVES**

N/A

**EXHIBITS**

- 1) Section 8.36.030 Prohibited Camping (City of McMinnville Ordinance No. 5064)

- E. Any person whose authorization to camp on property has been revoked pursuant to 8.36.020(B) and 8.36.020(C) must vacate and remove all belongings from the property within 4 hours of receiving such notice.
- F. All persons participating in the Temporary Camping Program described in this code section do so at their own risk, and nothing in this code creates or establishes any duty or liability for the City or its officers, employees or agents, with respect to any loss related to bodily injury (including death) or property damage (including destruction).

### **8.36.030. Prohibited Camping**

- A. Except as expressly authorized by the McMinnville Municipal Code, it is unlawful at all times for any persons to establish or occupy a campsite on the following City property:
  - 1. All Park areas;
  - 2. All public property located within the boundaries of the McMinnville Urban Renewal Area;
  - 3. All publically owned or maintained parking lots; and
  - 4. All public property located within an area zoned for Residential Use under MMC Chapter 17.
- B. Except as expressly authorized by the McMinnville Municipal Code, it shall be unlawful for any person to camp or maintain a campsite on any City property during the hours of 6:30 a.m. to 9:30 p.m.
- C. Except as expressly authorized by the McMinnville Municipal Code, it shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, on any City property during the hours of 6:30 a.m. to 9:30 p.m.
- D. Notwithstanding the provisions of this Chapter, the City Manager or designee may temporarily authorize camping or storage of personal property on City property by written order that specifies the period of time and location:
  - a. In the event of emergency circumstances;
  - b. In conjunction with a special event permit; or
  - c. Upon finding it to be in the public interest and consistent with council goals and policies.
- E. The city manager may adopt administrative rules to implement any of the provisions of this Chapter.

### **8.36.040. Penalties and Enforcement**

- A. Violation of any provisions in Section 8.36.020 is a Class C violation pursuant to ORS 153.012. Each day that a violation occurs will be considered a separate offense.
- B. Violations of any provisions in Section 8.36.030 is a Class C misdemeanor or pursuant to ORS 161.555 (1)(d).
- C. In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a public nuisance and may be abated as such.



**CITY COUNCIL AGENDA**  
**TUESDAY, JULY 2, 2019, 7:00 PM**  
**CITY COUNCIL CHAMBERS, 191 E. MAIN STREET, CARLTON**

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## REGULAR MEETING MATERIAL

<b>7:00 PM CITY COUNCIL REGULAR MEETING</b>	<b>Pages</b>
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<b>10. ADJOURNMENT</b>	



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** City Recorder Appointment  
**Date:** July 2, 2019

### **RECOMMENDED MOTION**

It is MOVED that the City Council appoint Christy Martinez, Director of Administrative Services, to also fill the role of City Recorder.

### **BACKGROUND**

With the departure of the former City Recorder in February, I made the decision to reassign her duties to remaining staff for a trial period. Following the trial, it was determined that reassigning these job responsibilities was possible without much disruption to other daily tasks and made the most sense relative to the cost efficiency of the organization. As such, the proposed budget was developed with this in mind.

### **FISCAL IMPACT**

With the adoption of the FY20 budget including the reassignment of duties to existing staff, the General Fund saved an estimated \$50,319.

### **ALTERNATIVES**

Hire a full-time City Recorder – This is not recommended as it would increase General Fund expenses by approximately \$77,319.

### **EXHIBITS**



**Council Regular Meeting Minutes**  
**JUNE 4, 2019, 7:00 PM**  
**Carlton City Hall, Council Chambers (191 E. Main Street)**

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**1. CALL MEETING TO ORDER & ROLL CALL**

Mayor Brian Rake called the meeting to order at 7:01 pm.

**Members Present:** Mayor Brian Rake, Council President Shirley Ward-Mullen, Councilors Carey Rhoads, Kathy Rich, Linda Watkins, and Scott Carl

**Members Absent:** Councilor Amy Wilder

**Staff Present:** City Manager Dennis Durham, City Attorney Walt Gowell, Finance Director Christy Martinez, Chief of Police Kevin Martinez, Officer Jake Blair, Utility Billing Clerk Morgan Shelton and Community and Economic Development Coordinator Aimee Amerson

**Others Present:** Peter Flipsen, Kim Brady, Dave and Daneen Canucci and Dean Canucci

1) The Pledge of Allegiance was performed.

2) Changes to the Agenda

City Manager Dennis Durham updated Council that Carlton Crush speaker Jamie Ellis will not be attending.

**2. PUBLIC HEARING****1) Fiscal Year 2019/20 State Revenue Sharing (SRS) Funds****7:02 PM**

(Legislative Hearing)

Rake opened the public hearing at 7:02 PM. Christy Martinez presented the staff report and stated the budget committee met and agreed to electing to allocate state revenue shared funds to the street fund for FY19. Rake opened the public testimony and closed the hearing at 7:03 PM as no citizens appeared to comment.

- **Resolution No. 2019-288: Declaring the City's Election to Receive State Revenues** **7:04 PM**

**MOTION: Rhoads/Carl** to approve and authorize the Mayor to sign Resolution No. 2019-288 declaring the city's election to receive state revenues and designate to street fund. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

- **Resolution No. 2019-289: Certifying the City's Eligibility to Receive State Revenues** **7:04 PM**

**MOTION: Rhoads/Rich** to approve and authorize the Mayor to sign Resolution No. 2019-289 certifying the eligibility of the City of Carlton to receive state revenue shared funds. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**2) Fiscal Year 2019/20 City Budget****7:06 PM**

(Legislative Hearing)

Rake opened the public hearing at 7:06 PM. Christy Martinez reported the budget committee met reviewed and approved the budget presented and recommends approval. Rake opened the public testimony at 7:08 PM. Rake closed the public hearing on 7:08 PM.

- **Resolution No. 2019-286: Adopting the Fiscal Year 2018-19 City Budget, Making Appropriations, and Imposing and Categorizing the Tax** **7:09PM**

**MOTION: Ward-Mullen/Watkins** to approve and authorize the Mayor to sign Resolution No. 2019-286 adopting the fiscal year 2019-2020 City of Carlton budget; making appropriations; and, imposing and categorizing the tax. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**3. CITIZEN COMMENTS****7:10 PM**

Peter Flipsen of 811 West Main Street Carlton; asked for a status update regarding a crosswalk request at Scott and Main streets. He was told that it would happen this spring/summer.

City Manager Durham states that funds needed for the project are budgeted in the 2019-2020 budget season. Project should be underway in July to August.

**4. ANNOUNCEMENTS/REPORTS/PRESENTATIONS****7:12 PM****1) Oath of Office – Reserve Officer Dean Canucci****7:12 PM**

Chief Martinez begins by explaining the Reserve officer position and how it aids the Carlton Police Department. He describes the process on how an officer is chosen. Chief introduced new Reserve Officer Dean Cannuci and administers the Oath of Office. Chief introduces Dave Cannuci, Dean's father, to pin Dean Cannuci's badge on his uniform. Dean introduces his parents and gives personal history and how it led it him to law enforcement.

**5. CONSENT AGENDA****7:18 PM****1) Meeting Minutes**

- **City Council Work Session Minutes – May 7, 2019**

**2) City Manager's Report****3) Accounts Payable Report**

**MOTION: Carl/Watkins** to approve the consent agenda including City Council work and regular session meeting minutes from May 7, 2019, and the accounts payable report, as submitted. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**6. ORDINANCE PRESENTATION, DISCUSSION & POTENTIAL ACTION ITEMS****1) Ordinance 2019-720 Comprehensive Plan Amendment/Zone Change****7:18 PM**

Durham clarified this Ordinance is from an approved decision for a Comprehensive Plan Amendment/Zone Change by Community Home Builders from the May 7, 2019 Council meeting. Ward-Mullen asks about the emergency clause stated in the title of the Ordinance and how it is to be used in this instance. Watkins stated her view and opinion regarding this topic. Councilors deliberate.

**MOTION: Carl/Ward-Mullen** to approve the first reading of Ordinance No. 2019-720 Rezoning certain property located within the City limits of Carlton. Motion carried via roll call vote (3 Yes/2 No [Watkins, Rich]/1 Absent [Wilder]/0 Abstain).

**2) Ordinance 2019-721 Swine Ordinance Amendment****7:28 PM**

City Manager Durham gives a history of the combined changes from the last work session for this topic. Ward-Mullen mentioned difficulties maintaining the swine weight due to breeding characteristics. Watkins asked about clarification about the availability of swine breed at 25 pounds.

**MOTION: Wilder/Carl** to approve and authorize the Mayor to sign Ordinance No. 2019-721 Amending the Carlton Municipal Code Section 6.04.030 relating to the keeping of Swine within the City of Carlton as submitted. Motion carried via roll call vote (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**3) Resolution 2019-287 Updating Master Fee Schedule****7:34 PM**

Christy Martinez presented staff report and explained the master fee schedule changes in the resolution.

**MOTION: Carl/Rhoads** to approve and authorize the Mayor to sign Resolution 2019-287 updating the Master Fee Schedule revising fees and charges for the City of Carlton with the rates included in the adoption of the FY20 Budget. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).



**4) Budget Adjustments Resolution 2019-290****7:37 PM**

Christy Martinez explains the adjustments in the request for the resolution and how the adjustments are needed to cover charges. Contingency moves only.

**MOTION: Rhoads/Rich** to approve and authorize the Mayor to sign Resolution 2019-290 with Exhibit A, authorizing budget adjustments for Fiscal Year 18-19 budget. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**5) Scott and Monroe Street Traffic Control memo****7:41 PM**

City Manager Dennis Durham explained this traffic control study was requested by neighborhood residents due speeding concerns on Scott and Monroe streets. He points out the conclusion made by City Engineer Gordon Munro who did the traffic control study that suggests that adding signage and making a four way stop to curb speeding in the area.

Ward-Mullen points out the study data doesn't demonstrate a speeding issue. Durham points out that there is occasional speeding, and adding a stop sign at Scott and West Monroe will help calm speeding in the area and help the neighborhood concerns. Council believes the stop sign would be a better choice than a speed bump for emergency services.

**6) Resolution 2019-285 supporting Mid-Willamette Homeless Initiative****7:51 PM**

Mayor Rake explains the initiative to Council. He points out how this resolution combines Yamhill county with Marion and Lane counties in order to receive increased state funding for homeless support. Yamhill County commissioners have recently voted this initiative down, Council can still show support by passing resolution.

**MOTION: Watkins/Rhoads** to approve and authorize the Mayor to sign Resolution 2019-285 supporting the Mid-Willamette Homeless Initiative. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**7) National Night Out 2019 Street Closure application****7:55 PM**

Chief Martinez explains the requested street closures, which are the same as the past years. He also mentions highlights of entertainment acts coming this year.

**MOTION: Rhoads/Rich** to approve and authorize the Mayor to sign the street closure petition for Kutch street from Main Street to Madison Street and Monroe Street from Kutch Street to Pine Street and Monroe street from Kutch street to Hwy. 47, as well as the use of the Upper (Ladd) Park from 1 pm till 8 pm. Motion carried (6 Yes/0 No/1 Absent [Wilder]/0 Abstain).

**8. ADJOURNMENT****7:59 PM**

**APPROVED** by the City of Carlton City Council on July 2, 2019.

ATTEST:

\_\_\_\_\_  
Aimee Amerson, Deputy City Recorder

\_\_\_\_\_  
Brian Rake, Mayor



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** City Manager Report  
**Date:** July 2, 2019

For the information of the City Council and citizens of Carlton, the following is a summary of noteworthy items:

- Staff met with ODOT officials recently to plan out ongoing survey work required as a precursor to final design work. ODOT personnel will be working on City streets through mid-August to collect data and locate utilities.
- Public improvements for the Adelaide development are substantially complete. A few punch list items remain as the developer moves into the next phase of buildout.
- Winemaker's Studio is working to pave roads around their property (Lincoln and Scott) and are in the process of engaging an engineering firm.
- Public improvements required as part of the Flaneur Wines project are complete. The remainder of the work is all on private property.
- Tetra Tech is to begin work on the City Hall parking project with the intention of bidding out the project in July and a construction start in September.
- Replacement of the water transmission line (State funded project) is moving forward. Survey work is complete and geotechnical work has been scheduled. Design is expected to begin after survey data has been reviewed.
- Staff has communicated with the County on the urgency to clear brush from the trail property (former railroad right-of-way) as soon as possible due to the fire hazard it presents. According to the County, they are "in the final stage of executing an independent agreement between the USDA Animal and Plant Health Inspection Services (APHIS) and Yamhill County. This agreement will take effect July 1<sup>st</sup>, and will allow us to work with a wildlife biologist to determine a course of action in the Carlton ROW segment prior to September 1<sup>st</sup>."
- New power service was installed in Ladd Park along with relocation of a PGE

pole, removal of a PGE pole, and installation of five new LED flood lights.

- The City repaired a water leak at 1021 S. Park St.
- Carlton Police officers are currently developing an inventory of residences that have exterior security cameras should the need arise where law enforcement could utilize information for active investigations.
- Crime statistics for May 2019:

### **CALLS FOR SERVICE**

Total CPD CAD CALLS - 162  
Total CPD Written Reports – 14

### **TYPE OF CALLS/ACTIVITY**

Murder - 0  
Attempted Murder - 0  
Unlawful Use of a Weapon - 1  
Restraining Order Violation - 0  
DHS Cross Reports - 6  
Criminal Mischief - 2  
Theft - 2  
Suspicious – 9  
Sex Crime Misc. - 0  
DUII - 0  
Drug Violation - 1  
Traffic Collision - 1  
Trespass - 2  
Burglary - 0  
Misc. Arrest - 0  
Ordinance - 3  
Warrant service – 1  
Traffic collision - 1  
Traffic Hazzard - 2  
Traffic Complaints - 1  
Lost / Found Property - 2  
Parking Complaints - 3  
Juvenile abuse / neglect - 0  
Information Complaints - 0  
Disturbance / Harassment /  
Domestic -2  
Fraud - 2  
Follow up – 20  
Field Investigation - 14  
Extra Patrol - 6

Custodial Interference - 0  
Civil Paper – 2  
Civil Complaint - 9  
Misc. Calls - 0  
Assist Other Agency – 2  
Medical Assist – 1  
Assist Public- 1  
Area Check – 17  
Animal Abuse- 0  
Animal Injured - 1  
Animal Nuisance - 1  
Audible Alarm - 7  
Trainings - 1

### **COMMUNITY POLICING/PREVENTION**

Vacation checks (Number of  
vacation checks requested by  
citizens) - 1  
Elementary School Lunch Visits - 1  
Speed Signs Deployments - 1  
Birthday Patrol Visits - 0  
Senior citizen checks/visits - 0  
Patrol Vehicle Deployments - 0  
Community Presentations - 0  
Foot patrols (Neighborhoods and  
Downtown) – (approximately 15)

### **TRAFFIC**

Parking Warnings - 2  
Parking Citations – 2  
Traffic Warnings – 8  
Traffic Citations – 13

## **CITY CODE VIOLATIONS**

Warnings - 2

Citations 0

## **EXTRA PATROLS**

N 7<sup>th</sup> at Garfield St. due to speeding complaints in area

N1st and Roosevelt St. for car prowl prevention

Kutch and Washington St. due to stop sign violation complaints

East and West Main St. due to speeding complaints in the area

Lower Park and Upper park

- Staff sent out 21 code enforcement letters following the last dump day on June 15. Multiple parking warnings were also given. The following updates are provided for ongoing code enforcement action:
  - 527 W. Main (multiple vehicles and brush) – Some progress. Work continues by property owner.
  - 107 S. 5<sup>th</sup> street (living in RV) - Closed
  - 655 N. 1<sup>st</sup> street (multiple cars) - 2<sup>nd</sup> warning given. Temporary extension allowed.
  - 215 S. 2<sup>nd</sup> street (barking dog) - Closed

## Accounts Payable

## Checks by Date - Summary by Check Date

User: aamerson  
 Printed: 6/27/2019 9:19 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
55357	BlaJac	Jacob Blair	06/06/2019	14.00
55358	Comcas	Comcast	06/06/2019	262.65
55359	Con Car	Carole Connell	06/06/2019	2,570.72
55360	DavAut	Davison Auto Parts	06/06/2019	13.98
55361	GalCon	Galardi Consulting,LLC	06/06/2019	8,114.20
55362	GenTec	Genuine Technology Group, Inc.	06/06/2019	1,216.00
55363	UB*00443	Michelle Helton	06/06/2019	31.17
55364	Leaf	Leaf	06/06/2019	188.00
55365	OneCal	One Call Concepts, Inc.	06/06/2019	58.80
55366	PorGen	Portland General Electric	06/06/2019	6.19
55367	PNWMAR	Shannon Thorson	06/06/2019	1,000.00
Total for 6/6/2019:				13,475.71
55368	AirNor	Airgas USA, LLC	06/12/2019	206.24
55369	AmiChr	Christine Amiel	06/12/2019	90.00
55370	CarCor	Carlton Corner Service	06/12/2019	866.90
55371	CasInc	Caselle, Inc.	06/12/2019	136.00
55372	CIItBan	Citizens Bank	06/12/2019	2,588.55
55373	Comcas	Comcast	06/12/2019	467.44
55374	DatPro	Dataprose	06/12/2019	598.45
55375	DraAwa	Drain Away Rooter	06/12/2019	180.00
55376	FarEle	Farnham Electric Co.	06/12/2019	112.10
55377	InnTec	Innova NW	06/12/2019	59.85
55378	MorMau	Maureen Moran	06/12/2019	50.00
55379	OreRevCT	Oregon Department Of Revenue	06/12/2019	410.00
55380	PorGen	Portland General Electric	06/12/2019	2,671.75
55381	RecWes	Recology Western Oregon	06/12/2019	605.29
55382	VinBou	VinBound Marketing	06/12/2019	700.00
55383	Ward J	Jill M Ward	06/12/2019	361.25
55384	WilFar	Wilco Farmers	06/12/2019	316.02
Total for 6/12/2019:				10,419.84
55389	CanSol	Canon Financial Services, Inc.	06/19/2019	781.73
55390	CasCol	Cascade Columbia Dist. Co.	06/19/2019	149.60
55391	Comcas	Comcast	06/19/2019	124.85
55392	DndEle	DND Electrical Contractors	06/19/2019	397.50
55393	FarEle	Farnham Electric Co.	06/19/2019	2,635.02
55394	GovFin	Government Finance Officers Association	06/19/2019	160.00
55395	HauRue	Haugeberg, Rueter, Gowell	06/19/2019	6,134.00
55396	HorRad	Horse Radish	06/19/2019	1,003.00
55397	LowHom	LOWE'S Home Improvement	06/19/2019	384.28
55398	NewReg	News-Register	06/19/2019	1,197.38
55400	PorGen	Portland General Electric	06/19/2019	2,129.10
55401	RitSaf	Ritz Safety	06/19/2019	547.00
55402	RobPec	Robin Noel Pecknold	06/19/2019	75.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
55403	SheWil	Sherwin Williams	06/19/2019	24.58
55404	SpaStr	Spaniol's Striping & Signs	06/19/2019	1,275.00
55405	TetTec	Tetra Tech, Inc	06/19/2019	16,658.24
55406	Univar	Univar USA Inc	06/19/2019	3,139.62
55407	VerWir	Verizon Wireless	06/19/2019	495.06
55408	WilFar	Wilco Farmers	06/19/2019	341.59
55409	YamShe	Yamhill County Sheriff's Office	06/19/2019	144.00
Total for 6/19/2019:				37,796.55
55385	9981	EFTPS	06/20/2019	7,411.06
55386	OreRev	Oregon Dept. of Revenue	06/20/2019	2,063.36
55387	9100	PERS	06/20/2019	3,177.97
55388	10004	VOYA- State of Oregon Plan	06/20/2019	2,333.34
Total for 6/20/2019:				14,985.73
55410	AbaTek	AbateTek LLC.	06/26/2019	545.00
55411	SprSof	Accela, Inc.	06/26/2019	6,300.00
55412	CasCol	Cascade Columbia Dist. Co.	06/26/2019	149.60
55413	Comcas	Comcast	06/26/2019	872.75
55414	DaiJou	Daily Journal of Commerce	06/26/2019	55.66
55415	FarEle	Farnham Electric Co.	06/26/2019	206.00
55416	FirAid	First Aid Plus	06/26/2019	515.60
55417	FirFedCC	First Federal Card Services	06/26/2019	7,820.89
55418	UliShi	Uline Shipping Supply Specialists	06/26/2019	2,178.74
Total for 6/26/2019:				18,644.24
Report Total (61 checks):				95,322.07



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Monroe Street Property Sale Update – INFORMATION ONLY  
**Date:** July 2, 2019

**RECOMMENDED MOTION**

N/A

**BACKGROUND**

City staff presented the property at 156 E. Monroe St. for sale by sealed bid with a minimum bid requirement of \$400,000. Two bids were submitted at the deadline on June 14, 2019. Both bids were for less than the minimum requirement (\$211,000 and \$300,000 respectively).

It is the intention of staff to reject all bids and place the property for sale at an asking price of \$385,000. The City will then entertain and negotiate with the first viable purchase offer.

**FISCAL IMPACT**

None.

**ALTERNATIVES**

1. Rebid at a lower minimum threshold

**EXHIBITS**



**To:** The Mayor and Members of the City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Ordinance No. 2019-720: Rezoning Certain Property Located within the Carlton City Limits  
**Date:** July 2, 2019

### **Recommendation**

It is MOVED that at its July 2, 2019 regular meeting the City Council approve a second reading and authorize the Mayor to sign Ordinance No. 2019-720 declaring a rezone of 1.57 acres from Agricultural Holding to Residential Medium-High Density located on Roosevelt Street, Tax Lot 300 Map T3S R4W Section 21AA.

### **Background**

The Planning Commission and the City Council provided public notice and held public hearings in April and May 2019. Both bodies approved the request. City Council conducted a first reading of Ordinance 2019-720 on June 4, 2019.

### **Alternatives**

Reverse prior Council decisions based on the preparation and adoption of new findings of fact to support denial of the zone change.

### **Fiscal Impact**

Additional tax and public utility revenue.

### **Exhibit**

1. Ordinance No. 2019-720



**ORDINANCE NO. 2019-720**

**AN ORDINANCE RE-ZONING CERTAIN PROPERTY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF CARLTON, AND DECLARING AN EMERGENCY**

**WHEREAS**, The Yamhill Community Development Corp. (“Applicant”) is the owner of the tract of land consisting of property described on Exhibit A attached hereto; and

**WHEREAS**, Carlton Municipal Code Sections Chapters 17.48 AH and 17.28 R-3 Zones; 17.180 Zone Change; 17.196 - 200 Public Hearings authorize the City to undertake and complete zoning proceedings to amend city zoning designations for a parcel or parcels; and

**WHEREAS**, the Applicant has applied for a Comprehensive Plan and Zone Map change from Agricultural Holding to Medium High Density Residential, R-3 to allow for future housing on a 1.57 acre portion of tax lot 300 on the north side of Roosevelt Street; and

**WHEREAS**, the City Recorder of the City of Carlton, Oregon, caused notice of a public hearing on such zoning request to be published as required by city ordinance. In addition, written notice of the requested zoning request was mailed to effected owners of property as required by city ordinance, and posted within the City of Carlton. Proof of publication and written notice is on file at City Hall; and

**WHEREAS**, said public hearing was held on the 15th day of April, 2019, before the Carlton Planning Commission in the City Council chambers of the City of Carlton, Oregon, at which time all interested persons thus appearing were invited to be heard on the question of such zoning request; and

**WHEREAS**, the Planning Commission, being fully informed about said request, found that said change did conform with the review criteria listed in the municipal code based on the material submitted by the applicant and findings of fact and the conclusionary findings for approval contained in the staff report, all of which are on file in City Hall and that the zoning request was consistent with the Comprehensive Plan; and

**WHEREAS**, the Planning Commission recommended that the Council approve the proposed Comp Plan Amendment and Medium High Density R-3 zoning designation for Applicant’s property; and

**WHEREAS**, subsequently, the City Council scheduled a public hearing and such public hearing was held on May 7, 2019, in the City Council chambers of the City of Carlton. Notice of said hearing was given by written notice to affected property owners and to the general public by legal notice in the News Register, a newspaper of general circulation in the City of Carlton, published as required by city ordinance prior to the day of the hearing all as appears from the proof of publication on file in the Recorder’s office, and the Recorder caused the notice to be posted in public places in the City; and

**WHEREAS**, the Carlton City Council conducted the scheduled hearing at the time and date specified above in accordance with the standards adopted in Carlton Municipal Code. The testimony of the proponents and opponents was received and, in addition, the record generated by the Carlton Planning Commission were duly incorporated into the record and was considered by the Council; and

**WHEREAS**, the Carlton City Council adopts the findings and conclusions set forth on Exhibit A attached hereto.

**NOW THEREFORE THE CITY OF CARLTON ORDAINS AS FOLLOWS:**

**SECTION 1.** That inasmuch as the owner of the area and territory described and designated herein has requested a Comprehensive Plan Map and zoning designation change from Agricultural Holding to Medium High Density Residential, R-3 be applied to the area and territory described on Exhibit A, and based on the findings set forth on Exhibit A attached hereto, the Comprehensive Plan Map and the zoning designation for the Applicant's property is hereby amended to and established as Medium High Density Residential, R-3.

**SECTION 2.** This ordinance being necessary for the immediate preservation of the public peace, health and safety of the City of Carlton, an emergency is declared to exist and this Ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

**ADOPTED** by the City Council of the City of Carlton, Oregon, on \_\_\_\_\_, 2019 by the following votes:

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** and signed by the Mayor on \_\_\_\_\_, 2019.

\_\_\_\_\_  
Brian Rake, Mayor

**ATTEST:** \_\_\_\_\_  
Christy Martinez, City Recorder



## **Memorandum**

**To:** Mayor and City Council  
**From:** Aimee Amerson, Community and Economic Development Coordinator  
**Subject:** Sign Permit 2019-04; Flaneur Wines  
**Date:** June 20, 2019

## **Recommendation**

It is MOVED that the City Council approve and authorize the Mayor to Sign Permit 2019-04 for Flaneur Wines permitting the location and design of a mural for the south side of the Grain Tower building at 168 South Pine street.

## **Background**

The applicant, Marty Doerschlag, submitted a sign permit application for a mural on the south side of the grain tower building. City Council and Planning Commission review and approval are required per City code.

At the June 3rd, 2019 Planning Commission meeting, the Planning Commissioners reviewed the application and staff report and recommend Council approval.

## **Fiscal Impact**

There is no fiscal impact.

## **Attachments**

- Staff Report written by City Planner Carole Connell
- Sign Permit application and mural image
- Planning Commission comments for Council written by City Planner

May 30, 2019

STAFF REPORT

To: Carlton Planning Commission

From: Carole Connell, City Planner

Re: Mural proposal on south elevation of the south grain tower, 168 S. Pine Street

Applicant: Marty Doerschlag, building owner

Mural description

The painted mural is an estimated 336 SF. The wall area below the tower is an estimated 2500 SF. Therefore the sign covers an estimated 13% of the lower portion of the south wall. For comparison, a standard wall sign is limited to 10% of the building face. The content is primarily farm landscape, rolling hills and sunset. Wording is “Carlton Oregon. Mural colors are not indicated. Lighting is not indicated.

Applicable code provisions for murals

The sign definitions section 17.12.020 indicates “Mural” means an illustration (with or without words or numbers) that is painted or otherwise applied (without projections) to an outside wall of a structure.

Murals are an allowed use listed in the sign provisions section 17.80.040 (L.) “*Building or freestanding signs that display or reflect the history or character of Carlton, as approved by the City Council after a recommendation from the Planning Commission.*”

Design Review requirements for signs in commercial and industrial zones:

- A. Must be compatible in design and color with the architectural and historical qualities of Carlton and with the buildings with which they are associated.
- B. Signs illuminated by spotlights or indirect lighting shall be lighted so that glare from the light source is not visible to pedestrians or traffic.

Downtown District Design Guidelines: There are no design references to murals in the downtown district guidelines Section 17.17.30.060 M. Signs.

Decision points:

- Determine if the proposal enhances the “gateway” location into Carlton.
- Determine if the mural has a compatible building scale relationship?
- Determine color requirements, such as the Carlton Historic Color Palette selection
- Determine lighting provisions, if any
- Make a recommendation to City Council

# Sign Permit Application

City of Carlton

SP 2019-04

Docket No.: \_\_\_\_\_

Date: 05/28/19

Fee: \$ 100 -

Receipt No.: 00077524

**Applicant:** Name MARTY DOERSCHLAG  
Mailing Address 1318 28th St. NW  
WASH, DC 20007  
Phone 202-374-0828 Email marty@flaneurwms.com

**Title Holder:** Name Carlton Heights, LLC  
Mailing Address 1318 28th St. NW  
WASH, DC 20007

**Sign Company:** Name North Pacific Sign Design  
Mailing Address 6260 SE Hawthorne Blvd.  
Portland, OR 97214

**Location:** Street Address 168 S. Pine St.  
Tax Lot Number 00200 Map R3421DA

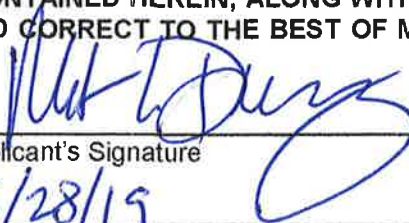
\_\_\_\_\_ **A scale drawing 8½ x 11 inches or multiples thereof in size**, showing the size and location of proposed and existing signs on the property.

\_\_\_\_\_ **A scale drawing 8½ x 11 inches or multiples thereof in size**, showing the graphic design of the proposed sign and including any structural and mechanical design and engineering data necessary to demonstrate the structural stability of the proposed sign

\_\_\_\_\_ **One (1) paper copy and one (1) electronic copy** (PDF format preferred) of this application and all of the application attachments. Copies must be clear and legible.

**Variance Application:** When necessary, the Planning Commission may authorize variances to the requirements of the Section 17.80 of the Carlton Development Code in conjunction with a Sign Permit. Application for a variance shall be made by sign permit applicant, stating fully the grounds for the application. The Planning Commission shall review the Variance using the procedures of Development Code Section 17.148 and the variance criteria from Development Code Section 17.80.140. An application for a Sign Variance \_\_\_\_\_ **Does** \_\_\_\_\_ **Does Not** accompany this Sign Permit application.

I HEREBY CERTIFY THAT ALL STATEMENTS CONTAINED HEREIN, ALONG WITH THE EVIDENCE SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
\_\_\_\_\_  
Applicant's Signature  
5/28/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Holder's Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Title Holder's Signature  
\_\_\_\_\_  
Date

**NOTE: ALL OWNERS MUST SIGN THIS APPLICATION OR SUBMIT LETTERS OF CONSENT. INCOMPLETE OR MISSING INFORMATION MAY DELAY THE APPROVAL PROCESS.**

FOR OFFICE USE ONLY:

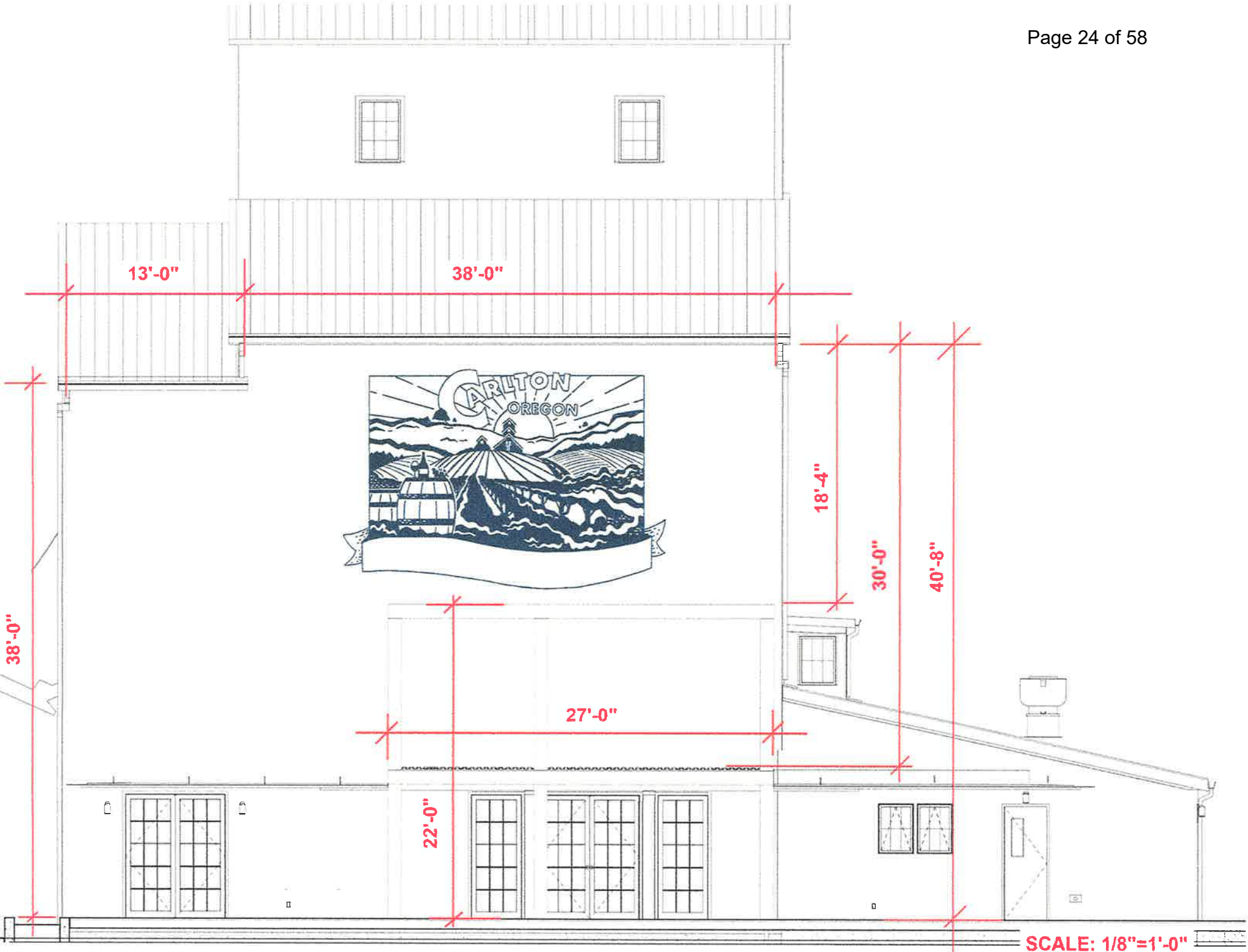
This sign permit request is: \_\_\_\_\_ APPROVED or \_\_\_\_\_ DENIED  
Conditions, if any:

\_\_\_\_\_

Signed City Manager or City Planner: \_\_\_\_\_ Date \_\_\_\_\_







SCALE: 1/8"=1'-0"



**From:** [connellpc@comcast.net](mailto:connellpc@comcast.net)  
**To:** [Aimee Amerson](#); [Dennis Durham](#)  
**Cc:** [connellpc@comcast.net](mailto:connellpc@comcast.net)  
**Subject:** PC mural decision for Council consideration  
**Date:** Tuesday, June 4, 2019 10:20:09 AM

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Last night the Planning Commission made the following recommendation to City Council regarding the proposed Flaneur/Doerschlag Sign Permit for a mural:

“The Planning Commission recommends Council approval of the proposed mural on the south façade of the Madsen Grain building currently under construction because the mural is consistent with the existing mural on the north side, it reflects the historic character of Carlton, is an appropriate gateway feature and is compatible with the building scale relationship, subject to the following conditions:

1. If the mural is to be in black and white it will be the same as the mural on the north side. If the applicant decides to use color he shall use colors from the Carlton Historic Color Palette selection, as approved by the city staff.
2. Provide indirect spot lighting of the mural that does not create glare visible to pedestrians or traffic.
3. Add a message to the banner at the bottom of the mural similar the banner on the north side. Consider “Carlton, a great little town”, or other message as approved by City Council.”



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Declaration of Surplus Property  
**Date:** July 2, 2019

### **RECOMMENDED MOTION**

It is MOVED that the City Council declare up to 300 obsolete water meters (identified in the attached surplus property form) as surplus property and authorize the City Manager to sell the property.

### **BACKGROUND**

With the replacement of water meters with the new Neptune Automatic-Read meters (AMR's), the Department of Public Works has been accumulating a number of old and obsolete meters. The City has received interest from two scrappers in purchasing the meters from the City. Because there is more than one interested party, staff intends to solicit sealed bids for the sale of the property.

The City's meter replacement program is progressing and an additional surplus property sale may be needed when the project is complete.

### **FISCAL IMPACT**

Unknown until bids are received.

### **ALTERNATIVES**

Keep the meters and scrap-out for metal ourselves.

### **EXHIBITS**

- 1) Surplus Property Form



**City of Carlton**  
**191 E. Main Street**  
**Carlton, OR 97111**  
**Phone: (503) 852-7575 • Fax: (503) 852-7761**

## DISPOSITION OF SURPLUS PERSONAL PROPERTY

**CMC 3.04.070 - Disposition of surplus personal property.**

Disposition of surplus personal property may be made, at the discretion of the Carlton city manager or his or her designee, under provisions of the State of Oregon Public Contracting Code, or the Model Rules, or under the provisions of this section. (Ord. 635 § 6, 2005)

DEPARTMENT REQUEST FOR DISPOSITION

**1. Inventory List Attached:**

 Yes

 No

*If no, complete the following fields:*

Item Description: out dated water meters Tag/Plate # \_\_\_\_\_  
 Make: Neptune Model \_\_\_\_\_  
 Serial/VIN #: Multiple Vendor \_\_\_\_\_  
 Purchase Value \_\_\_\_\_ Date Purchased: \_\_\_\_\_  
 Quantity: 200+/- Expected Revenue \_\_\_\_\_

**2. Proposed means of disposal:**


Transfer to Government Agency  
 Auction  
 Transfer to Non-Profit Organization(s)


Sale  
 Destruction (Shred, Scrap, Recycle)  
 Other

**3. Reason for Disposition:** Outdated, not in use- Replaced with new radio reading meters

**4. Additional Comments:** Meters being sold as one lot

ACKNOWLEDGED BY (Dept. Director) Brian W. Barabian Date 6/24/19

The City Manager has declared the above or attached items to be surplus.

APPROVED BY (City Manager) [Signature] Date 6/26/19

OFFICE USE ONLY

**DISPOSITION OF SURPLUS ITEMS**

Transfer to Non-Profit or Government Agency (Name) \_\_\_\_\_  
 Auction Amount \_\_\_\_\_ Sale Amount \_\_\_\_\_  
 Destruction Method \_\_\_\_\_ Other \_\_\_\_\_  
 APPROVED BY (Finance Dept.) \_\_\_\_\_ Date \_\_\_\_\_

*Original Copy to City Recorder*



**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Flavors in the Park Event Application  
**Date:** July 2, 2019

### **RECOMMENDED MOTION**

It is MOVED that the City Council approve the event application and concession agreement with YCTC for the Flavors in the Park event waiving the 5% nonprofit fee for concession sales.

### **BACKGROUND**

YCTC undertakes various fundraising events during the year to raise money to build a new facility and support programs of the organization in serving Carlton youth. The group intends to hold an event in Wennerberg Park on September 22, 2019. The event will feature a beer & wine garden, food concessions and YCTC program booths. YCTC is requesting the waiver of concession fees to maximize its fundraising effort.

### **FISCAL IMPACT**

None.

### **ALTERNATIVES**

1. Deny request to use Wennerberg Park.
2. Deny request to waive concession fee.

### **EXHIBITS**

1. Special Event Application
2. Concession Agreement



## City of Carlton SPECIAL EVENT APPLICATION

The City of Carlton appreciates your interest in organizing an event in the City. Completion of this application and any conditions given ensures the event is safe and considerate of others sharing the publicly owned space. This Special Event Permit application is designed to gather information about the event the City will use to approve or deny the request.

The review period can take between 30 and 60 days to complete depending on the size and nature of the event. Events are scheduled on a first come, first serve basis. We encourage you to submit your application as early as possible to allow enough time to review the application and complete the required approval steps. Your application may be denied if it is determined that not enough time is available to thoroughly review your request and address any concerns.

If it is determined the special event cannot be conducted without endangering public health, safety and welfare, seriously inconveniencing the general public or adversely impacting the provision of essential public services, the permit may be denied or issued with conditions that will eliminate or reduce the impact on the community.

Name of Event: Flavors in the Park Location: Wennerberg Park

Date(s): Sunday, Sept. 22, 2019 Start Time: 1:00pm End Time: 6:00pm

Setup Date/Time: 9/21/19 - ? Cleanup Date/Time: 9/22 - following event

Description, purpose, type of event: Family Friendly supporting YCTC - food & music

Sponsoring Organization: YCTC Nonprofit?  YES  NO (If yes, attach proof)

Primary Contact Name: Tom Fullmer Phone: 503-789-9686

Mailing Address: Box 821, Carlton 97111 Email: fullmet@yctogethercare.com

Point Person & Cell Phone Contact during the event: Same, plus Kristi DeGroot <sup>10m</sup>  
503-887-1259

Describe the event site layout plan, street routes, and traffic control plans (attach a map including routes, location of barricades, staging areas, fencing, beer gardens, vendor areas, structures, etc.): Lower park using existing structures & parking, with beer/wine garden & vendor areas for food & YCTC programs

Street, parking, or sidewalk closure/restriction required?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
County or state owned road or right-of-way affected?	<input type="checkbox"/> YES	<input type="checkbox"/> NO ?
Alcoholic beverages available?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Admission fee or donation accepted to attend?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Retail vendors or merchandise sold?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Food served or prepared?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Music or sound amplification equipment involved?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Electricity needed?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Potable water needed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO ?
Restroom facilities provided?	<input type="checkbox"/> YES	<input type="checkbox"/> NO ?

Camping overnight?  
Restricted public access or facility use?  
Need to reserve a park shelter or amphitheater?

\_\_\_ YES     NO  
\_\_\_ YES    \_\_\_ NO ?  
 YES    \_\_\_ NO

Estimate of number of persons expected to attend the proposed event: 300-500 # of Vehicles: 2

Is this the first time this event will be held in the City of Carlton?     YES    \_\_\_ NO

**FOR OFFICIAL USE ONLY**

Date Received: \_\_\_/\_\_\_/\_\_\_ Received by: \_\_\_\_\_ Calendar Conflicts: \_\_\_\_\_

*Check all documents that may apply to the event:*

	<u>City Fees Paid</u>	<u>Signatures</u>	<u>Insurance</u>
<input type="checkbox"/> Street Closure Permit Application – Block Party	<input type="checkbox"/> \$10.00	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Street Closure Permit Application – General	n/a	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Park Shelter Reservation	<input type="checkbox"/> \$50.00	n/a	n/a
<input type="checkbox"/> Temporary Merchant Business License	<input type="checkbox"/> \$25.00	<input type="checkbox"/>	n/a
<input type="checkbox"/> OLCC Temporary License or Special Event Permit	<input type="checkbox"/> \$35.00	<input type="checkbox"/>	
<input type="checkbox"/> ODOT ROW Permit	n/a	n/a	n/a
<input type="checkbox"/> ODOT Banner/Sign Permit	n/a	n/a	n/a

**City Council approval is required for large events requesting to use a public park or facility with alcohol, amplified sound, overnight camping, or restricted public access. A concession agreement may also be required with an event agenda, site plan map, and insurance certificates naming the City of Carlton as an additional insured submitted and details negotiated with the City Manager.**

Date of City Council Meeting: \_\_\_/\_\_\_/\_\_\_

Approval for the event described above is:  Granted     Denied     Allowed, with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Cc: Carlton City Council  
Dennis Durham, City Manager  
Kevin Martinez, Chief of Police  
Bryan Burnham, Public Works Director  
Terry Lucich, Chief of New Carlton Fire District



# City of Carlton

## CONCESSION AGREEMENT

### Flavors in the Park

CONCESSION AGREEMENT  
(aka: Revocable License Agreement)

THIS REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this 25 day of June 2019, by and between the Licensor, City of Carlton, a municipal corporation of the State of Oregon, (hereinafter referred to as "City"), and YCTC hereinafter referred to as "Licensee"), for FLAVORS (Event).

IN THE PARK

#### RECITALS

- A. The City owns or controls certain real property depicted in Exhibit A attached hereto and made a part hereof by this reference, comprising Ladd Park situated in the City of Carlton, Yamhill County, Oregon.
- B. City desires to have an attractive, clean and inviting commercial business operate in the above-described location.
- C. The use and occupancy of the portion of the public property identified in Exhibit A (hereinafter referred to as "concession area") by a commercial business pursuant to a valid Concession Agreement is consistent with the purpose of such public property.
- D. Licensee is a currently licensed business enterprise in the City of Carlton [Business License No. \_\_\_\_\_] and has requested permission to operate its commercial business utilizing a portion of the above-referenced property more particularly described and shown in the concession area.



**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. **RECITALS:** The above statements are true and correct and are incorporated herein by this reference.

2. **CITY RESPONSIBILITY-GRANT OF LICENSE:** City hereby grants and delivers and Licensee hereby accepts this license for use of the concession area, subject to the conditions, covenants and terms of this Agreement. Licensee shall be permitted to take occupancy of the concession area on 9/22/19 or sooner if mutually agreed between Licensee and City. Licensee shall have the right to operate and maintain an exclusive concession within the described concession area. The purpose of the license is the use of the property as a place to present the Fun Days event to the general public.

Notwithstanding this exclusive grant, the property shall be used and maintained for the public purpose for which the property is held or controlled by the City; accordingly, the license is subject to all the terms, covenants, conditions and restrictions in the property deed and as otherwise recorded in the official records. As such, the public shall be authorized in the use of and the ingress and egress across all the concession area, subject to reasonable restrictions and conditions set forth in this Agreement.

3. **LICENSEE RESPONSIBILITIES:** The Licensee shall manage, operate and maintain the concession area as follows:

- A. Operate the concession in accordance with all applicable provisions of the Oregon Revised Statutes, and rules and regulations promulgated by the Oregon Liquor Control Commission;
- B. Operate the concession in accordance with this Agreement for the sole purpose of selling beer by the bottle/glass and/or wine by the glass as more fully stated in Exhibit B attached hereto and incorporated by this reference;
- C. Comply with all applicable federal, state and local laws, rules, and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability;
- D. Comply with the Americans with Disabilities Act, all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by the Licensee;
- E. Provide an irrevocable right of entry to permit inspection by City representatives and other governmental authorities for purposes of regulatory compliance inspection and determination determine compliance with this Agreement and the general condition of facilities. City reserves to itself the irrevocable right-of-entry for



the inspection of the premises to determine compliance with this Agreement and the general condition of the facilities.

F. Obtain all federal, state and local permits, licenses and authorizations necessary for the management, operation and maintenance envisioned by this Agreement and the proposal;

G. Provide adequate security measures to prevent the unauthorized use of the concession area, facilities, grounds and protect the vested interests of Licensee and City;

H. Employ clean, courteous, and appropriately licensed and trained personnel to provide the best possible service to the patrons;

I. Maintain all the grounds, improvements, facilities, assets and fixtures contained therein, within the concession area in good repair and in safe, sanitary, clean, and attractive condition that is acceptable to and approved by the City. All improvements must meet local and state code and all work must be performed by appropriately licensed contractors;

J. Inspect, repair and maintain on a monthly basis the fire extinguishers and comply with all fire safety guidelines and recommendations as mandated by the Building Department and the Fire District as part of their periodic safety inspections;

Licensee is not authorized to make physical improvements or alterations to City property or to install fixtures thereon without the express written authorization of the City Manager. Improvements may only be made in accordance with approved plans. Licensee is not authorized to make application for site design review or any other land use or building department permit concerning City property. Physical improvements or installation of fixtures shall, upon termination of this license, become the property of the City and shall be treated as donations to the City, free of any encumbrances.

4. DURATION: The duration of the License / Concession granted by this Agreement is for 9/22/19 to \_\_\_\_\_. Subsequent dates or seasons shall require a new agreement. The obligations of the Licensee continue until full payment of all financial obligations is received by the City and the resolution of any claims.

5. TERM: The term of this Agreement shall commence upon approval and execution by both City and Licensee and shall terminate on 9/22/19 unless administratively extended in writing as provided for herein. The City Manager may extend this Agreement by indicating in writing to Licensee that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized representative of Licensee consenting to the extension under the same terms and conditions.

6. PAYMENT: Licensee shall pay the City no less than five percent (5%) of gross revenues from sales derived from Licensee's use of the concession area. Payment shall be made within 30 days of the conclusion of the event, or [ ] monthly during the season for which the concession is granted. For monthly payments, payments shall be made on or before the

10th day of each calendar month, for the previous month. Payments shall be made in cash to "City of Carlton" either in person at City Hall or first-class mail delivered to 191 E. Main Street, Carlton OR 97111. Licensee shall demonstrate to the satisfaction of the City Financial Officer or City Manager that the payment is the correct amount by producing evidence of gross sales, including the right of access by City to books and financial records. All required payments must be made and verified by the City before any new license / concession will be authorized with the Licensee.

7. UTILITIES/TAXES: Licensee shall pay all taxes associated with the performance of this Agreement. Licensee shall pay or reimburse the City for all actual utility and service costs, including specifically electric power, water, sewer, and garbage service, as applicable.

8. ANNUAL REPORT: As a prerequisite to grant of a new License Agreement, Licensee shall submit an Annual Report from the preceding season, if commercial activity was conducted in the City, and the report shall contain at a minimum the following information:

- a. Gross sales, expenses and net receipts certified for accuracy by the authorized agent of the applicant; and
- b. Authorized physical improvements made to the concession area during the preceding twelve months; and
- c. Authorized expenditures for maintenance, including lighting, if any.
- d. A summary of the improvements attached to the concession area including the date work was performed, who performed the work, the cost of labor and materials, contract specifications, as-built drawings and applicable product literature.

9. INSURANCE: Licensee shall procure and maintain insurance in accordance with the requirements of the attached and incorporated Exhibit C in full force and effect throughout the term of this Agreement. Licensee shall provide the City with copies of said insurance certificates and shall name the City as an additional insured. Any request to modify or waive the insurance requirements stated herein must be approved in writing by the City Council or the delegated Contracting Officer.

10. RELEASE/HOLD HARMLESS: Licensee, for itself, its agents and employees, does hereby agree for themselves, their heirs, executors, administrators, successors and assigns, to release and forever discharge the City, its officers, directors, agents and employees, successors and assigns, from any and all claims or causes of action which Licensee, its agents and employees now has or which may hereinafter accrue against the City of Carlton, in connection with or arising out of the activities permitted by this license/concession, including without limitation, property damage, personal injury or death.

Licensee, for itself, its agents and employees shall hold harmless, indemnify, and defend the City of Carlton, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any



person or entity, including Licensee, arising from, during or in connection with the Licensee's entry onto and use of City property, except liability arising out of the sole negligence of the City or its employees. Such indemnification shall also cover claims brought against the City under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

11. TERMINATION:

A. All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days notice in writing and delivered by certified mail. In the event of termination of the Concession Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.

B. Subject to Section 12, the City shall have the right in its sole discretion, to terminate this Agreement for cause by giving written notice to Licensee. "Cause" means any failure to perform any of the obligations or requirements of this Concession Agreement, including any specified default provision or any other violation of the terms of this Concession Agreement.

C. Except as provided in paragraph 4), termination shall not occur less than [ ] 24 hours or [3] days after written notice to the Licensee or the City.

D. Notwithstanding any other provision in this Agreement, City may terminate this Agreement immediately upon Licensee's failure to have in full force and effect any insurance required by Exhibit C to this Agreement. The City may provide the Licensee an opportunity to secure replacement insurance, (not to exceed 48 hours) but the concession area shall not be used, occupied, operated or maintained for any reason whatsoever while Licensee's required insurance protection is not in full force and effect.

E. Notwithstanding any other provision in this Agreement, in the event of termination, City may at its option and sole discretion, direct Licensee to remove any or all improvements, equipment, and furnishings installed pursuant to this Agreement.

F. All responsibilities of Licensee under Sections 6, 7, and 10 shall survive termination.

12. DEFAULT: The Licensee may be declared in default by the City if:

A. Licensee vacates, deserts or abandons the premises for a period of seven (7) days or more; or

B. Licensee fails to keep the premises in a safe and sanitary condition for a period of [24] hours or [1] days or more; or

C. Licensee fails to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the federal, state, county, city government and special district, including specifically health department regulations, fire and building code and Planning Department; or

- D. Licensee becomes insolvent; or
- E. A voluntary or involuntary petition in bankruptcy is filed by or against the Licensee; or
- F. A receiver is appointed to take charge of the Licensee's affairs, or
- G. Licensee fails to maintain and provide access to adequate financial records. City will protect the confidentiality of the Licensee's financial records to the extent allowed by law except where access to such records is material to pending litigation.

In such event or events of default as set forth above, whether this Agreement shall be terminated or not, the Licensee agrees to surrender to the City the entire concession area immediately upon notice of default and the City may immediately remove the Licensee or any other person who may be occupying the premises without resort to courts for an Order sanctioning such action. Removal includes complete removal of personal property using City forces, or pursuant to this contract.

13. SURRENDER: Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the premises in as good or better condition and order as was originally received, except for typical wear and tear. Surrender is considered complete only upon approval of site conditions as determined by the City. City will inspect site within 48 hours of receipt of written notice from Licensee of readiness for inspection. The 48 hour period does not apply to Saturday, Sunday, or any recognized City holiday.

Upon expiration, abandonment, termination, or cancellation of this Agreement for any cause, Licensee shall immediately quit the premises and shall remove its personal property not affixed to the land and leave the site in a clean and tidy condition acceptable to the City. Any personal property not removed within that time shall be deemed abandoned and shall become at once the property of the City. Any buildings, alterations, or other improvements affixed to the land, except for movable furniture and trade fixtures, shall become a part of the land and shall belong to the City upon the expiration or termination of this Agreement for any cause. In the event of termination of this contract prior to its expiration for reasons other than breach, or default on the part of Licensee or other than abandonment by Licensee or other than for cause, or other than wrongful termination or repudiation by Licensee, City shall pay Licensee such sums as the parties agree represent the reasonable value of improvements made by Licensee on the property and existing at the time of termination of this Agreement, provided such improvements were made with authorization. Licensee shall in such event accept said sum in satisfaction of any claim. If the parties cannot agree on the value, the matter shall be resolved as provided in Section 14 - Dispute Resolution.

14. DISPUTE RESOLUTION:

A. The parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in the McMinnville, Oregon area, and the mediation fees and mediator's



expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

B. Subject to Section 14.A, all legal and equitable disputes and controversies arising from or related to this Agreement shall be submitted to arbitration under the auspices and rules and procedures of the Yamhill County Circuit Court. The parties may agree in writing that the arbitration be held before an arbitrator not approved by the court; however, in any event, the rules and procedures of the Yamhill County Circuit Court will be applied to any arbitration between the parties. The party prevailing in the arbitration shall also recover such amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. The Arbitration Award shall be final and binding on the parties to the furthest extent allowed by law and the rules of the court. Nothing herein, however, shall prevent a party to this Agreement from resorting to a court of competent jurisdiction to obtain injunctive relief.

15. NOTICE: All notices and correspondence shall be made in writing and may be given by personal delivery or by mail. Notices and correspondence sent by mail should be addressed as follows:

City: City of Carlton  
Attn.: City Manager  
191 E. Main Street  
Carlton, Oregon 97111 Phone:  
503.851.7575  
Fax: 503.852.7761

Licensee: YCTC  
PO Box 821  
Carlton, OR 97111  
Business Phone: 503-852-4405  
Fax: \_\_\_\_\_

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. ASSIGNMENT/DELEGATION: Licensee shall not assign, sublet, transfer any interest in, or delegate any duty under this Agreement without the written consent of the City, and no assignment or delegation shall be of any force or effect whatsoever unless and until the City has so consented.

18. EMERGENCY: Nothing in this Agreement prohibits or restricts the power of the City governing body, the Mayor, the Director of Parks, Police Chief or other City official from adopting or promulgating rules necessary to regulate the time, manner and place of public access to public facilities or property in order to address an emergency.

19. MERGER: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed either as individuals, or by their officers, thereunto duly authorized.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, ~~2016~~ 2019

Licensee

*Thomas J. Sullivan*  
Licensee  
*YCTC*

City of Carlton:

\_\_\_\_\_  
City / Licensor  
**City Manager**  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111

\_\_\_\_\_  
City / Licensor  
**Public Works Director**  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111

Approved as to form:

\_\_\_\_\_  
City Attorney

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$2,000,000	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		NO
<b>Professional Liability</b>	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insured's and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City. Certificates of Insurance shall be forwarded to:

City Manager  
 City of Carlton  
 191 E. Main Street  
 Carlton, OR 97111

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.









**To:** The Mayor and City Council  
**From:** Dennis Durham, City Manager  
**Subject:** Carlton Crush Event Application  
**Date:** July 2, 2019

### **RECOMMENDED MOTION**

It is MOVED that the City Council approve the event application, public parking lot closure and concession agreement for the Carlton Crush event waiving the 5% nonprofit fee for concession sales.

### **BACKGROUND**

The Carlton Crush event is a long-standing annual event organized by the Carlton Business Association. This year's event, scheduled for September 7, 2019, will occur in the City Parking Lot on Pine Street. Festivities will include a grape stomp, car show and food/drink vendors.

Event organizers are also requesting the Council waive the 5% non-profit concessions fee as the event donates a substantial portion of its net profits to community organizations – in addition to building funds in support of next year's event.

### **FISCAL IMPACT**

None.

### **ALTERNATIVES**

1. Deny request to use the Public Parking Lot.
2. Deny request to waive concession fee.

### **EXHIBITS**

1. Special Event Application
2. Temporary Closure Form



## City of Carlton SPECIAL EVENT APPLICATION

The City of Carlton appreciates your interest in organizing an event in the City. Completion of this application and any conditions given ensures the event is safe and considerate of others sharing the publicly owned space. This Special Event Permit application is designed to gather information about the event the City will use to approve or deny the request.

The review period can take between 30 and 60 days to complete depending on the size and nature of the event. Events are scheduled on a first come, first serve basis. We encourage you to submit your application as early as possible to allow enough time to review the application and complete the required approval steps. Your application may be denied if it is determined that not enough time is available to thoroughly review your request and address any concerns.

If it is determined the special event cannot be conducted without endangering public health, safety and welfare, seriously inconveniencing the general public or adversely impacting the provision of essential public services, the permit may be denied or issued with conditions that will eliminate or reduce the impact on the community.

Name of Event: Carlton Crush Location: City Parking Lot (Pine St)  
 Date(s): Sept 7<sup>th</sup> Start Time: 11 am End Time: 1 pm  
 Setup Date/Time: \_\_\_\_\_ Cleanup Date/Time: \_\_\_\_\_

Description, purpose, type of event: A grape stamp, car show and a lot of fun for the community.

Sponsoring Organization: Carlton Business Association Nonprofit?  YES  NO (If yes, attach proof)

Primary Contact Name: Julie Rabung Phone: 907-242-6318

Mailing Address: \_\_\_\_\_ Email: julie@alaskaaccounting.com

Point Person & Cell Phone Contact during the event: Jamie Ellis 971-219-5136

Describe the event site layout plan, street routes, and traffic control plans (attach a map including routes, location of barricades, staging areas, fencing, beer gardens, vendor areas, structures, etc.): City parking lot will be closed, there will be access to Pine Street to cross or from the alley way of The Horse Radish.

- |  |   |  |
|--|---|--|
| Street, parking, or sidewalk closure/restriction required? | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| County or state owned road or right-of-way affected?       | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| Alcoholic beverages available?                             | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Admission fee or donation accepted to attend?              | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Retail vendors or merchandise sold?                        | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Food served or prepared?                                   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Music or sound amplification equipment involved?           | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Electricity needed?  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| Potable water needed?                                      | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| Restroom facilities provided?                              | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |

Camping overnight?  YES  NO  
 Restricted public access or facility use?  YES  NO  
 Need to reserve a park shelter or amphitheater?  YES  NO

Estimate of number of persons expected to attend the proposed event: \_\_\_\_\_ # of Vehicles: \_\_\_\_\_

Is this the first time this event will be held in the City of Carlton?  YES  NO

**FOR OFFICIAL USE ONLY**

Date Received: \_\_\_/\_\_\_/\_\_\_ Received by: \_\_\_\_\_ Calendar Conflicts: \_\_\_\_\_

*Check all documents that may apply to the event:*

	<u>City Fees Paid</u>	<u>Signatures</u>	<u>Insurance</u>
<input type="checkbox"/> Street Closure Permit Application – Block Party	<input type="checkbox"/> \$10.00	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Street Closure Permit Application – General	n/a	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Park Shelter Reservation	<input type="checkbox"/> \$50.00	n/a	n/a
<input type="checkbox"/> Temporary Merchant Business License	<input type="checkbox"/> \$25.00	<input type="checkbox"/>	n/a
<input type="checkbox"/> OLCC Temporary License or Special Event Permit	<input type="checkbox"/> \$35.00	<input type="checkbox"/>	
<input type="checkbox"/> ODOT ROW Permit	n/a	n/a	n/a
<input type="checkbox"/> ODOT Banner/Sign Permit	n/a	n/a	n/a

**City Council approval is required for large events requesting to use a public park or facility with alcohol, amplified sound, overnight camping, or restricted public access. A concession agreement may also be required with an event agenda, site plan map, and insurance certificates naming the City of Carlton as an additional insured submitted and details negotiated with the City Manager.**

Date of City Council Meeting: \_\_\_/\_\_\_/\_\_\_

Approval for the event described above is:  Granted  Denied  Allowed, with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

Cc: Carlton City Council  
 Dennis Durham, City Manager  
 Kevin Martinez, Chief of Police  
 Bryan Burnham, Public Works Director  
 Terry Lucich, Chief of New Carlton Fire District



## PETITION FOR TEMPORARY CLOSURE OF CITY STREET(S)

*You must attach a map of street area to be closed.*

I/we, the undersigned, request that the Carlton City Council allow temporary closure of the following streets.

Street Closure #1			
Street Name	Pine St. (City Parking Lot)		
Beginning Point	Closure of Entire Lot	Ending Point	West of Pine Street
Start Date	September 7 <sup>th</sup> , 2019	End Date	September 7 <sup>th</sup> , 2019
Time to Begin Closure	8 am	Time to Reopen	7 pm
Purpose of Closure	Primary Location For Carlton Crush		
Street Closure #2			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			
Street Closure #3			
Street Name			
Beginning Point		Ending Point	
Start Date		End Date	
Time to Begin Closure		Time to Reopen	
Purpose of Closure			

Approval of emergency responders: (required)

Carlton Fire District	Date	Police Department	Date	Public Works	Date
343 W. Roosevelt St.	503.852.6233	191 E. Main St.	503.852.7575	191 E. Main St.	503.852.7575

**DECLARATION**

I/we understand that any barricades or other devices to close off the street must be provided at my (our) expense or may be provided by the City at my/our expense for specific times and dates. I/we also understand that arrangements for placement of barricades/devices must be made with the Public Works Department (503.852.7575). I/we certify that I/we have notified all affected property owners, business owners and/or tenants in person or in writing of my/our intent to close the street/s listed above and that written consents of each are attached. It is my/our belief that there are no major conflicts with this closure.

Petitioner Signature Julie Rabung Date Signed 6.27.19

Print Name Julie Rabung Phone 907-242-6318

Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Petitioner Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

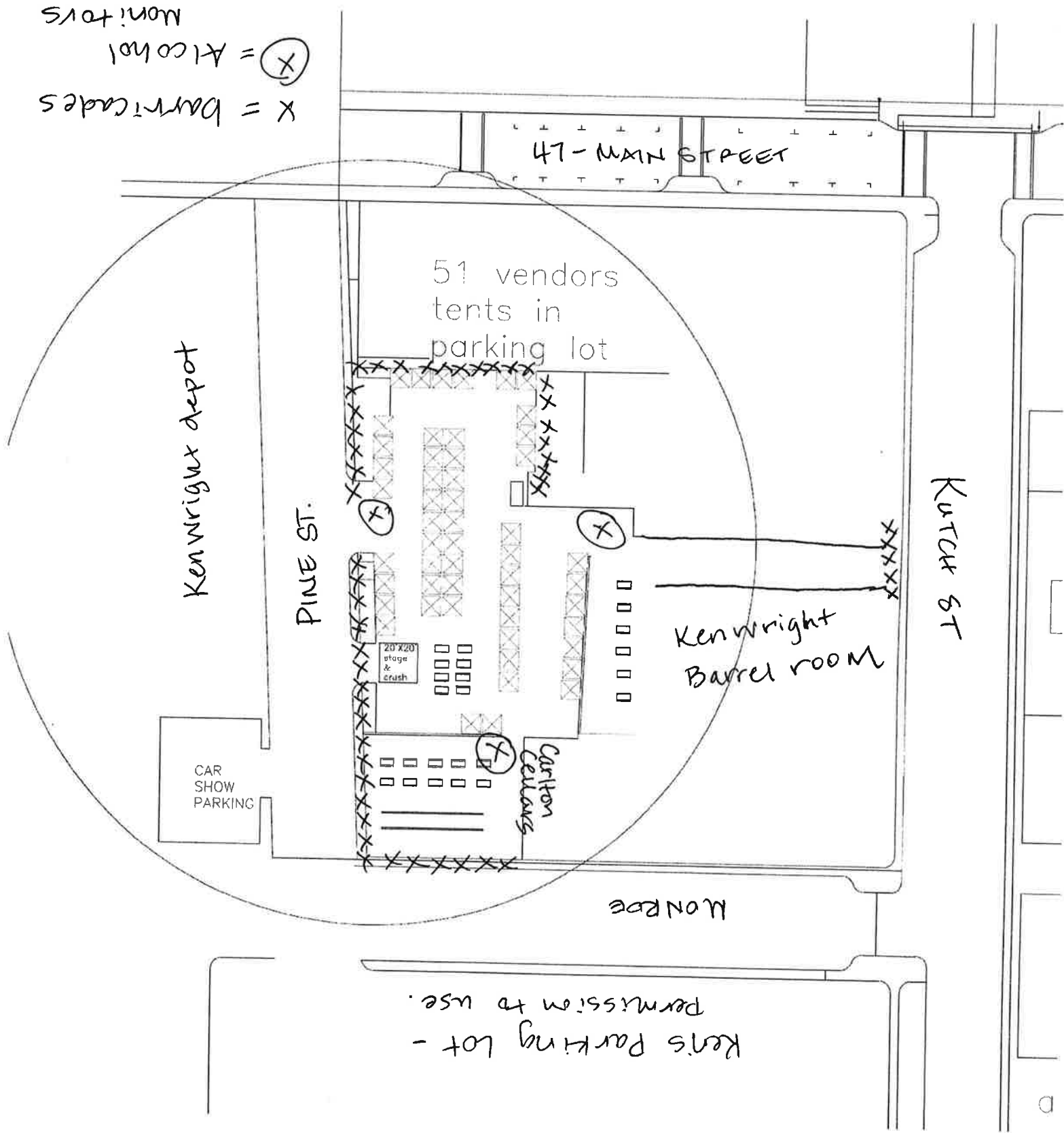
Mailing Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

Date Rec'd \_\_\_\_\_ Rec'd by \_\_\_\_\_ Date sent to CC \_\_\_\_\_ City Council  Approved  Denied Meeting date \_\_\_\_\_

Attested \_\_\_\_\_, City Manager Date \_\_\_\_\_

X = BARRICADES  
⊗ = Alcohol  
Monitors



Ken's parking lot -  
permission to use.



**City of Carlton**  
**191 East Main Street ♦ Carlton, Oregon 97111 ♦ (503) 852-7575**

**CITY STREET CLOSURE CONSENT FORM**

*Applicant must take this form to each affected business for consent signatures.*

Applicant Julie Rabung Phone 907-242-6318

Name of Event Carlton Crush Date(s) of Event Sept. 7, 2019 Time(s) 11 am-6pm

Street(s) to be closed for event City Parking Lot off west of Pine Street

The following affected businesses/individuals have been contacted and informed of the event listed above. Residents may provide a non-binding "Advisory" statement for the City Council's consideration and mark whether they agree or not to the closure of the street(s) listed above on the date(s) listed above.

Name <u>Carlton Cellars</u> <input type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>BEANDOU HARLACHER</u> Date signed <u>6/27/19</u>
Name <u>Element</u> <input checked="" type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>Heather M West</u> Date signed <u>6/26/19</u>
Name <u>Carlton Coffee Co.</u> <input checked="" type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>BRIAN ZAKE</u> Date signed <u>5-29-19</u>
Name <u>Marshall-Davis</u> <input checked="" type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>Ryan Marshall</u> Date signed <u>5/29/19</u>

Name <u>Ken Wright Cellars</u> <input type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>Jayin Kent</u> Date signed <u>6/27/2019</u>
Name <u>Pike Road</u> <input checked="" type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature <u>[Signature]</u> Printed name <u>Dave Campbell</u> Date signed <u>5/29/19</u>
Name _____ <input type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature _____ Printed name _____ Date signed _____
Name _____ <input type="checkbox"/> I/We agree to street closure <input type="checkbox"/> I/We do not agree to street closure Signature _____ Printed name _____ Date signed _____

**Return this to City Hall with your  
 Petition for Temporary Closure of City Street(s)**



PO Box 224  
Carlton OR 97111

City of Carlton

I am writing this letter on behalf of the Carlton Business Association 501C(6). We are requesting exemption from the City of Carlton Concession Agreement 5% non-profit fee. The reasoning behind this request is that we have always provided this event for the community. Free to all. We give back a portion of the profits to various charity and community groups. Some of these groups include YC Storehouse, YC wrestling team, Carlton Community Foundation, and Yamhill Carlton Child Development Center. It is our intent this year to again donate back to the community.

By exemption of this agreement, we would have more funds to donate to various charities.

6-2350 Donations						
06-02	CRUSH	2263	CD	10/21/18	Carlton Community Foundation	\$3,000.00
06-02	CRUSH	2264	CD	10/21/18	Yamhill Carlton High School	\$1,700.00
06-02	CRUSH	2265	CD	10/21/18	Yamhill Carlton Storehouse	\$150.00
06-02	CRUSH	2266	CD	10/21/18	Yamhill Carlton Child Developm	\$150.00
06-02 CRUSH Total:						\$5,000.00
6-2350 Donations Net Activity:						\$5,000.00

Thank you for your time and consideration.

Julie Rabung  
Carlton Business Association, President



City of Carlton

**CONCESSION AGREEMENT**  
(aka: Revocable License Agreement)

**THIS REVOCABLE LICENSE AGREEMENT** ("Agreement") is made and entered into this 27 day of June 2019, by and between the Licensor, City of Carlton, a municipal corporation of the State of Oregon, (hereinafter referred to as "City"), and CBA hereinafter referred to as "Licensee"), for CRUSH (Event).

**RECITALS**

A. The City owns or controls certain real property depicted in Exhibit A attached hereto and made a part hereof by this reference, comprising City situated in the City of Carlton, Yamhill County, Oregon. Parking lot

B. City desires to have an attractive, clean and inviting commercial business operate in the above-described location.

C. The use and occupancy of the portion of the public property identified in Exhibit A (hereinafter referred to as "concession area") by a commercial business pursuant to a valid Concession Agreement is consistent with the purpose of such public property.

D. Licensee is a currently licensed business enterprise in the City of Carlton [Business License No. N/A and has requested permission to operate its commercial business utilizing a portion of the above-referenced property more particularly described and shown in the concession area.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and City agree as follows:

1. RECITALS: The above statements are true and correct and are incorporated herein by this reference.

2. CITY RESPONSIBILITY-GRANT OF LICENSE: City hereby grants and delivers and Licensee hereby accepts this license for use of the concession area, subject to the conditions, covenants and terms of this Agreement. Licensee shall be permitted to take occupancy of the concession area on Sept 7, 2019 or sooner if mutually agreed between Licensee and City. Licensee shall have the right to operate and maintain an exclusive concession within the described concession area. The purpose of the license is the use of the property as a place to Crush festival to the general public.



Notwithstanding this exclusive grant, the property shall be used and maintained for the public purpose for which the property is held or controlled by the City; accordingly, the license is subject to all the terms, covenants, conditions and restrictions in the property deed and as otherwise recorded in the official records. As such, the public shall be authorized in the use of and the ingress and egress across all the concession area, subject to reasonable restrictions and conditions set forth in this Agreement.

3. **LICENSEE RESPONSIBILITIES:** The Licensee shall manage, operate and maintain the concession area as follows:

- 1) Operate the concession in accordance with all applicable provisions of the Oregon Revised Statutes, and rules and regulations promulgated by the Oregon Liquor Control Commission;
- 2) Operate the concession in accordance with this Agreement for the sole purpose of selling beer by the bottle/glass and/or wine by the glass as more fully stated in Exhibit B attached hereto and incorporated by this reference;
- 3) Comply with all applicable federal, state and local laws, rules, and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability;
- 4) Comply with the Americans with Disabilities Act, all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by the Licensee;
- 5) Provide an irrevocable right of entry to permit inspection by City representatives and other governmental authorities for purposes of regulatory compliance inspection and determination determine compliance with this Agreement and the general condition of facilities. City reserves to itself the irrevocable right-of-entry for the inspection of the premises to determine compliance with this Agreement and the general condition of the facilities.
- 6) Obtain all federal, state and local permits, licenses and authorizations necessary for the management, operation and maintenance envisioned by this Agreement and the proposal;
- 7) Provide adequate security measures to prevent the unauthorized use of the concession area, facilities, grounds and protect the vested interests of Licensee and City;
- 8) Employ clean, courteous, and appropriately licensed and trained personnel to provide the best possible service to the patrons;
- 9) Maintain all the grounds, improvements, facilities, assets and fixtures contained therein, within the concession area in good repair and in safe, sanitary, clean, and attractive condition that is acceptable to and approved by the City. All improvements must meet local and state code and all work must be performed by appropriately licensed contractors;

- 10) Inspect, repair and maintain on a monthly basis the fire extinguishers and comply with all fire safety guidelines and recommendations as mandated by the Building Department and the Fire District as part of their periodic safety inspections;

Licensee is not authorized to make physical improvements or alterations to City property or to install fixtures thereon without the express written authorization of the City Manager. Improvements may only be made in accordance with approved plans. Licensee is not authorized to make application for site design review or any other land use or building department permit concerning City property. Physical improvements or installation of fixtures shall, upon termination of this license, become the property of the City and shall be treated as donations to the City, free of any encumbrances.

4. DURATION: The duration of the License / Concession granted by this Agreement is for only:  the following days: 1 [ ] the season commencing on Sept 7, 2019 and terminating on Sept 7, 2019. Subsequent dates or seasons shall require a new agreement. The obligations of the Licensee continue until full payment of all financial obligations is received by the City and the resolution of any claims.

5. TERM: The term of this Agreement shall commence upon approval and execution by both City and Licensee and shall terminate on 9-8-19, unless administratively extended in writing as provided for herein. The City Manager may extend this Agreement by indicating in writing to Licensee that an extension of the Agreement is sought under the same terms and conditions of this Agreement. The extension shall be effective upon receipt of a document from an authorized representative of Licensee consenting to the extension under the same terms and conditions.

6. PAYMENT: Licensee shall pay the City no less than 0 percent ( %) of gross revenues from sales derived from Licensee's use of the concession area. Payment shall be made within [20] twenty working days of the end of the single or multiple day event; or [ ] monthly during the season for which the concession is granted. For monthly payments, payments shall be made on or before the 10th day of each calendar month, for the previous month. Payments shall be made in cash to "City of Carlton" either in person at City Hall or first class mail delivered to 191 E. Main Street, Carlton OR 97111. Licensee shall demonstrate to the satisfaction of the City Financial Officer or City Manager that the payment is the correct amount by producing evidence of gross sales, including the right of access by City to books and financial records. All required payments must be made and verified by the City before any new license / concession will be authorized with the Licensee.

7. UTILITIES/TAXES: Licensee shall pay all taxes associated with the performance of this Agreement. Licensee shall pay or reimburse the City for all actual utility and service costs, including specifically electric power, water, sewer, and garbage service, as applicable.

8. **ANNUAL REPORT:** As a prerequisite to grant of a new License Agreement, Licensee shall submit an Annual Report from the preceding season, if commercial activity was conducted in the City, and the report shall contain at a minimum the following information:

- a. Gross sales, expenses and net receipts certified for accuracy by the authorized agent of the applicant; and
- b. Authorized physical improvements made to the concession area during the preceding twelve months; and
- c. Authorized expenditures for maintenance, including lighting, if any.
- d. A summary of the improvements attached to the concession area including the date work was performed, who performed the work, the cost of labor and materials, contract specifications, as-built drawings and applicable product literature.

9. **INSURANCE:** Licensee shall procure and maintain insurance in accordance with the requirements of the attached and incorporated Exhibit C in full force and effect throughout the term of this Agreement. Licensee shall provide the City with copies of said insurance certificates and shall name the City as an additional insured. Any request to modify or waive the insurance requirements stated herein must be approved in writing by the City Council or the delegated Contracting Officer.

10. **RELEASE/HOLD HARMLESS:** Licensee, for itself, its agents and employees, does hereby agree for themselves, their heirs, executors, administrators, successors and assigns, to release and forever discharge the City, its officers, directors, agents and employees, successors and assigns, from any and all claims or causes of action which Licensee, its agents and employees now has or which may hereinafter accrue against the City of Carlton, in connection with or arising out of the activities permitted by this license/concession, including without limitation, property damage, personal injury or death.

Licensee, for itself, its agents and employees shall hold harmless, indemnify, and defend the City of Carlton, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity, including Licensee, arising from, during or in connection with the Licensee's entry onto and use of City property, except liability arising out of the sole negligence of the City or its employees. Such indemnification shall also cover claims brought against the City under state or federal workers compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

## 11. TERMINATION:

- 1) All or part of this Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon thirty (30) days notice in writing and delivered by certified mail. In the event of termination of the Concession Agreement, each party shall be responsible for its own costs and expenses in complying with the Agreement.
- 2) Subject to Section 12, the City shall have the right in its sole discretion, to terminate this Agreement for cause by giving written notice to Licensee. "Cause" means any failure to perform any of the obligations or requirements of this Concession Agreement, including any specified default provision or any other violation of the terms of this Concession Agreement.
- 3) Except as provided in paragraph 4), termination shall not occur less than  24 hours or  days after written notice to the Licensee or the City.
- 4) Notwithstanding any other provision in this Agreement, City may terminate this Agreement immediately upon Licensee's failure to have in full force and effect any insurance required by Exhibit C to this Agreement. The City may provide the Licensee an opportunity to secure replacement insurance, (not to exceed 48 hours) but the concession area shall not be used, occupied, operated or maintained for any reason whatsoever while Licensee's required insurance protection is not in full force and effect.
- 5) Notwithstanding any other provision in this Agreement, in the event of termination, City may at its option and sole discretion, direct Licensee to remove any or all improvements, equipment, and furnishings installed pursuant to this Agreement.
- 6) All responsibilities of Licensee under Sections 6, 7, and 10 shall survive termination.

## 12. DEFAULT: The Licensee may be declared in default by the City if:

- 1) Licensee vacates, deserts or abandons the premises for a period of seven (7) days or more; or
- 2) Licensee fails to keep the premises in a safe and sanitary condition for a period of  hours or  days or more; or
- 3) Licensee fails to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the federal, state, county, city government and special district, including specifically health department regulations, fire and building code and Planning Department; or
- 4) Licensee becomes insolvent; or
- 5) A voluntary or involuntary petition in bankruptcy is filed by or against the Licensee; or
- 6) A receiver is appointed to take charge of the Licensee's affairs, or

- 7) Licensee fails to maintain and provide access to adequate financial records. City will protect the confidentiality of the Licensee's financial records to the extent allowed by law except where access to such records is material to pending litigation.

In such event or events of default as set forth above, whether this Agreement shall be terminated or not, the Licensee agrees to surrender to the City the entire concession area immediately upon notice of default and the City may immediately remove the Licensee or any other person who may be occupying the premises without resort to courts for an Order sanctioning such action. Removal includes complete removal of personal property using City forces, or pursuant to this contract.

13. SURRENDER: Upon the expiration of the original term or terms, as extended by the parties, Licensee shall surrender to the City the premises in as good or better condition and order as was originally received, except for typical wear and tear. Surrender is considered complete only upon approval of site conditions as determined by the City. City will inspect site within 48 hours of receipt of written notice from Licensee of readiness for inspection. The 48 hour period does not apply to Saturday, Sunday, or any recognized City holiday.

Upon expiration, abandonment, termination, or cancellation of this Agreement for any cause, Licensee shall immediately quit the premises and shall remove its personal property not affixed to the land and leave the site in a clean and tidy condition acceptable to the City. Any personal property not removed within that time shall be deemed abandoned and shall become at once the property of the City. Any buildings, alterations, or other improvements affixed to the land, except for movable furniture and trade fixtures, shall become a part of the land and shall belong to the City upon the expiration or termination of this Agreement for any cause. In the event of termination of this contract prior to its expiration for reasons other than breach, or default on the part of Licensee or other than abandonment by Licensee or other than for cause, or other than wrongful termination or repudiation by Licensee, City shall pay Licensee such sums as the parties agree represent the reasonable value of improvements made by Licensee on the property and existing at the time of termination of this Agreement, provided such improvements were made with authorization. Licensee shall in such event accept said sum in satisfaction of any claim. If the parties cannot agree on the value, the matter shall be resolved as provided in Section 14 - Dispute Resolution.

14. DISPUTE RESOLUTION:

14.1 The parties mutually agree that any dispute that may arise under this Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. Such mediation shall occur in the McMinnville, Oregon area, and the mediation fees and mediator's expenses shall be shared equally by the parties. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.

14.2 Subject to Section 14.1, all legal and equitable disputes and controversies arising from or related to this Agreement shall be submitted to arbitration under the auspices and rules and procedures of the Yamhill County Circuit Court. The parties may agree in writing that the arbitration be held before an arbitrator not approved by the court; however, in any event, the rules and procedures of the Yamhill County Circuit Court will be applied to any arbitration between the parties. The party prevailing in the arbitration shall also recover such amounts for its costs and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. The Arbitration Award shall be final and binding on the parties to the furthest extent allowed by law and the rules of the court. Nothing herein, however, shall prevent a party to this Agreement from resorting to a court of competent jurisdiction to obtain injunctive relief.

15. NOTICE: All notices and correspondence shall be made in writing and may be given by personal delivery or by mail. Notices and correspondence sent by mail should be addressed as follows:

City: City of Carlton  
 Attn.: City Manager  
 191 E. Main Street  
 Carlton, Oregon 97111  
 Phone: 503.851.7575  
 Fax: 503.852.7761

Licensee: Carlton Business Association  
Po Box 224  
Carlton OR 97111  
 Business Phone: 907-242-6318 Julie Rabung  
 Fax: \_\_\_\_\_

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

17. ASSIGNMENT/DELEGATION: Licensee shall not assign, sublet, transfer any interest in, or delegate any duty under this Agreement without the written consent of the City, and no assignment or delegation shall be of any force or effect whatsoever unless and until the City has so consented.

18. EMERGENCY: Nothing in this Agreement prohibits or restricts the power of the City governing body, the Mayor, the Director of Parks, Police Chief or other City official from adopting or promulgating rules necessary to regulate the time, manner and place of public access to public facilities or property in order to address an emergency.

19. MERGER: This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed either as individuals, or by their officers, thereunto duly authorized.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**Licensee**

**City of Carlton:**

Quinn Pawung  
Licensee  
CBA President

\_\_\_\_\_  
City / Licensor  
**City Manager**  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111

\_\_\_\_\_  
City / Licensor  
**Public Works Director**  
City of Carlton  
191 E. Main Street  
Carlton, Oregon 97111

Approved as to form:

\_\_\_\_\_  
City Attorney

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Exhibit A - Concession Area

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Exhibit B - Proposal Documents

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**ATTACHMENT C  
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract.

It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
<b>General Liability</b>	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advert. Inj.	\$2,000,000	
Please indicate if Claims Made or Occurrence			
<b>Automobile Liability</b>	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
<b>Workers' Compensation</b>	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		Yes
<b>Professional Liability</b>	Per occurrence	\$500,000	NO
	Annual Aggregate	\$500,000	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insured's and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Certificates of Insurance shall be forwarded to:

City Manager  
City of Carlton  
191 E. Main Street  
Carlton, OR 97111

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Contract. Such certificates and/or binders must be delivered prior to commencement of the Work.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Contract.